

EXHIBIT I

Return Address

Real Property Manager
Facilities/Property Management Department
3200 Cedar Street
Everett, WA 98201

Document Title(s) (or transaction contained therein):

1. Public Amenities Dedication, Easement and Maintenance Agreement

Reference Number(s) of Related Documents N/A
(on page of document(s))

Grantor(s): (Last name first, then first name and initials):

1. OMH TRANSFER AGENT, LLC, a Delaware limited liability company
2. OM EVERETT, INC., a Washington corporation

Grantee(s): (Last name first, then first name and initials):

1. CITY OF EVERETT, a Washington municipal corporation

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

A portion of the SE quarter of Section 29, Township 29N, Range 5 East of the Willamette Meridian and NE quarter of Section 32, Township 29N, Range 5 East of the Willamette Meridian, Snohomish County, Washington

☒ **Full legal is on Exhibit A**

Assessor's Property Tax Parcel/Account Number:: _____

PUBLIC AMENITIES DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT

This Public Amenities Dedication, Easement and Maintenance Agreement ("Agreement") is made as of the ____ day of _____, 2008 by and between OMH Transfer Agent, LLC, a Delaware limited liability company ("OMH"), OM Everett, Inc., a Washington corporation ("OME") (collectively "OM"), and the City of Everett, a Washington municipal corporation (the "City").

RECITALS

A. Pursuant to that certain Property Disposition Agreement dated February 21, 2007 and thereafter amended (the "PDA") by and between the City and OliverMcMillan, LLC, a California limited liability company and OM, OM acquired from the City certain land located within the City of Everett, Snohomish County, Washington, adjacent to the Snohomish River and legally described on Exhibit A attached to this Agreement (hereinafter the "Property") for development of a high-quality, mixed-use development as contemplated in the Disposition Agreement (the "Project"). The Property is depicted on the site map attached to this Agreement as Exhibit B.

B. Pursuant to the PDA, OM now desires to (i) dedicate and grant to the City certain property, (ii) confirm OME's agreement to grant certain future easements, and (iii) provide for certain maintenance, repair and other obligations related to such interests, all subject to the terms and conditions contain in this Agreement.

C. Pursuant to the PDA, the City now desires to (i) accept the dedication and grant of the property described herein; and (ii) agree to the maintenance, repair and other obligations related to such property, all subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Dedication of Public Park. OMH hereby agrees to convey and quit claim to the City, pursuant to a deed in substantially the form attached hereto as Exhibit C (the "Park Deed"), all of its fee title interest in and to that certain three point one eight (3.18) acre (approximately) parcel as legally described in Exhibit D attached hereto and depicted in

Exhibit B (the "Park Site"). The City intends to use the Park Site as an active public park. The City shall be responsible, at its cost and expense, for all future development of the Park Site and improvements located therein, as well as any permits or approvals necessary in connection therewith. The Parties hereby agree and acknowledge that the conveyance of the Park Site to the City pursuant to this Agreement and the Park Deed is occurring prior to final design and permitting of the Project and related infrastructure, e.g., the main access road through the Project. As a result, the Parties agree that within the next two years the Park Deed may be amended and re-recorded, but only with prior approval of the City, to accommodate the final Project development site plan; provided, however, that the Park Site, if relocated, shall in any event be not less than three (3) acres in size and any such relocation shall be subject to the City's prior written approval, which approval shall not unreasonably be withheld.

2. Dedication of 36th Street Corridor Parcel. OM hereby agrees to convey and quit claim to City, pursuant to a quit claim deed in substantially the form attached hereto as Exhibit E, that certain parcel of land lying between and contiguous to the eastern boundary of 36th Street (unopened) and the western boundary of the 36th Street end, legally described on Exhibit F attached hereto and depicted in Exhibit B as the "36th Street Corridor Parcel" and including any and all existing facilities or improvements therein. The conveyance of the 36th Street Corridor Parcel is for City right-of-way and utility use and to allow for the connection of the eastern and western boundaries of 36th Street and for the City's eventual development of the 36th Street Corridor Parcel as part of the main public roadway through the Project. Following OM's dedication of the 36th Street Corridor Parcel to City, the City will record a deed confirming that the full length of the 36th Street Corridor has been dedicated to the City as a public right-of-way.

3. Dedication of Public Easement Areas.

3.1 Central Gathering Space Easement. Within five (5) business days of the City's written request to OM, OM shall execute and deliver to the City an easement in a form reasonably acceptable to the City, which easement shall grant, transfer and convey to the City a perpetual, non-exclusive easement in favor of the public (the "Central Gathering Space Easement") on, over, and upon a 1.5 acre parcel (approximately) in the general location depicted in Exhibit B (the "Central Gathering Space Easement Area"). The Central Gathering Space is intended to be integrated into the Project and shall contain amenities as more particularly described in the PDA, including: restrooms, shelters, any necessary utilities, plumbing and electrical systems, paths, benches, play areas and signage all of which shall be constructed, repaired, operated and maintained at OM's cost and expense.

The City shall have and enjoy the Central Gathering Space Easement Area for public use and enjoyment of the open space, improvements, facilities and amenities described herein and for any other public purpose that may be determined from time to time by the City. OM

shall be entitled to use of the Central Gathering Space Easement Area in connection with the Project development but shall not access or use the Central Gathering Space Easement Area for any use or purpose inconsistent with or which impairs the rights granted herein. OM shall submit all plans for amenities or other improvements in or to the Central Gathering Space Easement Area to the City for approval and permits, in accordance with normal City standards and requirements, prior to undertaking such improvements and shall not thereafter make any alterations or install any improvements on the Central Gathering Space Easement Area without the City's prior written consent.

3.2 Pedestrian Walkway Easement. Within five (5) business days of the City's written request to OM, OM shall execute and deliver to City an easement in a form reasonably acceptable to the City, which easement shall grant, transfer and convey to the City a perpetual, non-exclusive fifteen (15) foot wide pedestrian walkway easement in favor of the public (the "Pedestrian Walkway Easement"), on, over and upon the Landfill Site at the western boundary of the Landfill Site in the general vicinity of 38th Street ("Pedestrian Walkway Easement Area"). The Pedestrian Walkway Easement Area will be at least fifteen (15) feet wide, seventy-five (75) feet long and include area at both ends for stairs and an elevator. The purpose of the Pedestrian Walkway Easement is for public access at the western boundary location and through to other areas of the Project and public amenities. The City shall be responsible for all costs of permitting, design and construction of the Pedestrian Walkway Easement and all improvements related thereto.

4. Dedication of Other Amenity Easements.

4.1 Public Access Trail System. The parties anticipate the need for future easements associated with development of a pedestrian and public access trail system to be built as part of the City Work. The parties anticipate the granting of easements to support construction and use of such anticipated trail amenities as part of the future development agreement between OM and the City.

4.2 41st Street Public Right-of-Way. Following recording of this Agreement, the City will record a deed confirming that 41st Street, including Lots 17 and 20 as identified in attached Exhibit B, has been dedicated to the City as a public right-of-way.

5. Maintenance and Repair.

5.1 City's Maintenance Obligation. Except to the extent of OM's negligence or willful misconduct, or the negligence or willful misconduct of any member, manager, partner or shareholder, as the case may be, in or of OM, and their respective officers, directors, managers, members, shareholders, partners, employees, agents and consultants, the City, at its sole cost and expense, shall maintain the Park Site, the Pedestrian Walkway Easement and 36th Street Corridor Parcel in accordance with normal City standards

and requirements. Such maintenance and repair work shall be completed in a good and workmanlike manner in accordance with normal City standards and requirements.

5.2 OM's Maintenance Obligation. Except to the extent of the City's negligence or willful misconduct, or the negligence or willful misconduct of its employees, elected officials, representatives, agents and consultants, the owner of the property burdened by the Central Gathering Space Easement, at its sole cost and expense, shall maintain the Central Gathering Space Easement Area and public amenities and improvements therein in accordance with normal City standards and requirements. Such maintenance and repair work shall be completed in a good and workmanlike manner in accordance with normal City standards and requirements.

6. Cooperation.

The Parties have used their good faith efforts to identify and include in this Agreement all easements and rights-of-way on the Property that are reasonably necessary or desirable for the City's public amenities, utilities and facilities. If the City notifies OM that it has determined that such easements or rights-of-way are inadequate for such purposes, then the parties shall cooperate in good faith to identify and implement modifications to such existing easements and rights-of-way or the creation of new easements or rights-of-way reasonably necessary or desirable to accomplish such purpose, subject to and in a manner consistent with applicable laws, prudent utility practices and that in each case such easements and rights-of-way will not unreasonably impair the intended use of the portions of the Property or Project to be burdened by such easements or rights-of-way. The parties shall further cooperate in good faith, and OM shall use good faith efforts to accommodate the City, in the City's development and construction of a street car or public transportation connection system anticipated by the City to link the Property with the central business downtown and waterfront areas.

7. Liability. Nothing herein is intended to impair or limit the application of RCW 4.24.200 and 4.24.210 with respect to third party claims arising out of any use of the Park Site, Pedestrian Walkway Easement, the 36th Street Corridor Parcel, or Central Gathering Space Easement Area.

8. Notices. All notices, demands, consents, approvals and other communications (each, a "Notice") that are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) hand delivered, (b) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or (c) sent by reputable overnight courier service, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by Notice to the other. Notices shall be deemed given when delivered; provided, however, that if any Notice shall also be sent by telecopy or fax machine, such Notice shall be deemed given at the time and on the date of

machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered Notice. Rejection or other refusal by the addressee to accept a Notice of the inability to deliver the Notice because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. Notice addresses for the parties are as follows:

To City: City of Everett
3200 Cedar Street
Everett, WA 98201
Attention: City Property Manager

With a copy to: City of Everett
2930 Wetmore Avenue
Everett, WA 98201
Attention: City Attorney

To OM Inc.: OM Everett, Inc.
733 8th Avenue
San Diego, CA 92101
Attention: Charlie Hickcox

To OME LLC: OMH Transfer Agent, LLC
733 8th Avenue
San Diego, CA 92101
Attention: Charlie Hickcox

With a copy to: Foster Pepper PLLC
1111 Third Ave., Suite 3400
Seattle, WA 98101
Attention: Beth A. Clark

Notice may be given by counsel for the parties, and such Notice shall be deemed given by City or OM. or OMH, as the case may be, for all purposes under this Agreement.

9. Miscellaneous Provisions.

9.1 Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction; provided, however, that neither party shall be entitled to consequential damages. The parties hereto agree that in the event it becomes necessary for any party to defend or

institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including appellate fees) and court costs. This section shall survive the expiration or termination of this Agreement with respect to obligations which arose during the term of this Agreement.

9.2 Binding Effect. The covenants contained in this Agreement are not personal, but shall run with the land and be binding upon and inure to the benefit of OM and City and each of their respective heirs, personal representatives, transferees, successors and assigns.

9.3 Amendment. This Agreement shall not be modified, amended or terminated without the prior written approval of the then owner of the property that is benefited and the then owner of the property that is burdened by the provisions of any amendment to this Agreement.

9.4 Waiver. No waiver of any other provisions of this Agreement shall be effective unless it is in writing, signed by the person or entity against whom it is asserted and any such written waiver shall only be applicable in the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9.5 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

9.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. This Agreement does not, by its express terms or by implication, constitute (in whole or part) any grant, issuance, decision, order, permit, finding, conclusion, holding, recommendation, approval, determination or other form of governmental action as to any matter whatsoever. OM expressly acknowledges and agrees, and shall require any and all of OM's approved assignees to expressly acknowledge and agree, that City hereby gives no express or implied assurances or guarantees or any kind as to the outcome of any request for City development approval. No public or municipal services are provided to OM (or any OM assignee) by City pursuant to this Agreement, nor shall this Agreement in any way affect the provision of any such services by City in any capacity by which City may extend such services to the general public and in accordance with applicable law.

9.7 Venue and Jurisdiction. OM shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement or otherwise arising under or by reason of this Agreement other than in the state courts located in Snohomish County, Washington, or in federal court in the Western District of Washington. OM hereby irrevocably consents to the jurisdiction and venue of such courts.

9.8 Further Assurances. If at any time either of the parties reasonably determines that any further assignments, conveyances, assurances or instruments are reasonably necessary or desirable to carry out the provisions hereof and the transactions contemplated herein, the appropriate party shall execute and deliver, or cause to be executed and delivered, any and all proper assignments and assurances and to do, or cause to be done, all things reasonably necessary or proper to carry out fully the provisions hereof, provided that such things shall be at no additional material cost, expense or liability (beyond that set forth in this Agreement) to such party.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when combined, shall constitute one single binding and enforceable agreement.

9.10 Third Parties. Except as expressly provided herein, this Agreement shall not be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.

9.11 Construction. This Agreement shall be construed as a whole. The misplacement, addition or omission of a word or character shall not change the intent of any part of this Agreement from that set forth by this Agreement as a whole. All provisions and parts of this Agreement are intended to be correlative and complementary. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

9.12 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the same subject matter.

9.13 Record Notice. This Agreement shall be recorded with the Snohomish County Department of Records and Elections.

9.14 Time. The parties agree that time is of the essence in the performance of the provisions of this Agreement.

9.15 Force Majeure. Whenever a period of time is prescribed for the taking of an action by either party (other than with respect to the payment of any deposit or money), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to general strikes, acts of God, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). Any party claiming a right to a Force Majeure extension shall notify the other party immediately of any claimed right to an extension and the specific claimed basis for the extension.

10. Requirement for Dedication of Public Amenities. The Parties hereto agree and acknowledge that the execution and delivery of this Agreement and the documents contemplated hereby shall satisfy the requirements of Section 16.6 of the Disposition Agreement relating to OM's dedication of public amenities within the Project.

[Signatures on following page]

CITY:

CITY OF EVERETT, a Washington municipal
corporation

By: _____
Ray Stephanson, Mayor

ATTEST:

By: _____
Sharon Marks, City Clerk

APPROVED AS TO FORM:

By: _____
Craig H. Shrontz, Special City Attorney

Date: _____

OM INC.:

OM EVERETT INC., a Washington corporation

By: _____
Name: _____
Title: _____
Date: _____

OMH:

OMH TRANSFER AGENT, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF WASHINGTON

COUNTY OF _____

SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed
this instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of the City of Everett, a Washington
municipal corporation, to be the free and voluntary act of such corporation for the uses and
purposes mentioned in the instrument.

Dated this _____ day of _____, 2008.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed
this instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of OMH Transfer Agent, LLC, a
Delaware limited liability company, to be the free and voluntary act of such corporation for
the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2008.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of OM Everett, Inc., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2008.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT "A"

Legal Description of Property

A. OMH Properties

LOT 13 AS DESCRIBED AND SHOWN ON CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 08-004, FILED UNDER AUDITOR'S FILE NO. 200804085006, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

[REDACTED]

PARCEL 32 ~~[we need this separated to just include 32A correct?]~~:

LOT 17 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

PARCEL 39:

TRACT 2 OF CITY OF EVERETT BLA NO. 1474-04-002 RECORDED UNDER RECORDING NO. 200402190061.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 40:

THE EAST HALF OF BLOCK 2 OF J.S. SINES ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED ALLEY ATTACHED THERETO BY ORDINANCE NO. 484-77 RECORDED DECEMBER 16, 1977 UNDER RECORDING NO. 7712160175, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

EXHIBIT "A"

PARCEL 41:

LOT 13 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, RECORDS OF SNOHOMISH COUNTY.

PARCEL 42:

THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 3, 1,019.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT, SAME BEING ON THE EAST LINE OF THE LAND CONVEYED TO SEATTLE AND MONTANA RAILROAD CO. BY WARRANTY DEED RECORDED APRIL 25, 1902 IN VOLUME 71 OF DEEDS, PAGE 77; THENCE EAST ALONG SAID SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 256.8 FEET TO THE WEST RIGHT OF WAY LINE OF EVERETT & MONTE CRISTO RAILWAY CO. AS CONVEYED BY DEED RECORDED MARCH 9, 1898 IN VOLUME 46 OF DEEDS, PAGE 40; THENCE NORTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 641.6 FEET TO THE SOUTH LINE OF PLAT OF EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, EXTENDED EASTERLY; THENCE WESTERLY ALONG SAID PRODUCTION OF THE SOUTH LINE OF SAID PLAT AND THE SOUTH LINE OF SAID PLAT, 165.39 FEET TO THE EASTERLY LINE OF THE RIGHT OF SAID SEATTLE & MONTANA RAILROAD CO.; THENCE ANGLE LEFT 75°45' AND PROCEED SOUTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY, 314 FEET TO POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE, RADIUS OF 1,392.69 FEET, A DISTANCE OF 341 FEET TO THE POINT OF BEGINNING.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

EXHIBIT "A"

PARCEL 43:

LOT 16 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 44:

THAT PORTION OF WALNUT STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 805, EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, IN SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH TO THE SOUTH LINE OF 33RD STREET;

THENCE EAST TO THE WEST LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY;

THENCE SOUTHERLY ALONG THE WESTERLY OF SAID RIGHT OF WAY TO A POINT EAST OF THE TRUE POINT OF BEGINNING;

THENCE WEST TO THE TRUE POINT OF BEGINNING.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 45:

ALL THAT PART OF LOTS 17 TO 32, INCLUSIVE, BLOCK 805, PLAT OF THE EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, LYING EASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF ST PAUL, MINNEAPOLIS AND MANITOBA RAILWAY CO, WHICH EASTERLY RIGHT OF WAY LINE IS DESCRIBED IN VOLUME 79 OF DEEDS, PAGE 501, AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 32 THAT IS 25.8 FEET WEST OF THE NORTHEAST CORNER BLOCK 805;

THENCE SOUTHWESTERLY PARALLEL TO AND 100 FEET DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID RAILWAY CO RIGHT OF WAY TO INTERSECT THE WEST LINE OF LOT 19 AT A POINT 65.3 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 17, ALL IN SAID BLOCK 805.

EXHIBIT "A"

B. OME Properties

[REDACTED]

LOTS 15, 16, 19, AND 21 THROUGH 29, INCLUSIVE, AS DESCRIBED AND SHOWN ON CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 08-004, FILED UNDER AUDITOR'S FILE NO. 200804085006, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 31:

ALL THAT PORTION OF BLOCK 41 OF J.S. SINES ACRE TRACTS AS PER PLAT RECORDED IN VOLUME 4, PLAT, PAGE 11, SNOHOMISH COUNTY RECORDS, WHICH LIES NORTHWESTERLY OF A LINE PARALLEL TO AND DISTANT 72 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHERN PACIFIC RAILWAY COMPANY (NOW BURLINGTON NORTHERN INC.), AS NOW ESTABLISHED.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

[We need PARCEL 32B here, don't we?]

PARCEL 33:

ALL THAT PORTION OF BLOCK 30 OF J.S. SINES ACRE TRACTS AS PER PLAT RECORDED IN VOLUME 4, PLAT, PAGE 11, SNOHOMISH COUNTY RECORDS, WHICH LIES NORTHWESTERLY OF A LINE PARALLEL TO AND DISTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHERN PACIFIC RAILWAY COMPANY (NOW BURLINGTON NORTHERN INC.), AS NOW ESTABLISHED.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 35:

ALL OF BLOCK 29 OF J.S. SINES ACRE TRACTS AS PER PLAT RECORDED IN VOLUME 4, PLAT, PAGE 11, SNOHOMISH COUNTY, RECORDS.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

EXHIBIT "A"

EXHIBIT "A"

50900572.3

06107-0063/LEGAL14210204.4

PARCEL 36:

ALL THAT PORTION OF BLOCK 16 OF J.S. SINES ACRE TRACTS AS PER PLAT RECORDED IN VOLUME 4, PLAT, PAGE 11, SNOHOMISH COUNTY RECORDS, WHICH LIES WESTERLY OF A LINE PARALLEL TO AND DISTANT 30 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHERN PACIFIC RAILWAY COMPANY (NOW BURLINGTON NORTHERN INC.) AS NOW ESTABLISHED.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 37:

TRACT 16, OF J.S. SINES ACRES TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE WESTERLY 30 THEREOF.

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 38:

ALL THAT PORTION OF BLOCK 15 OF J S SINES ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, THAT LIES EASTERLY OF A LINE DRAWN PARALLEL TO AND DISTANT 50 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE WESTERLY SIDE LINES OF SAID BLOCK.

EXHIBIT "A"

EXHIBIT "B"

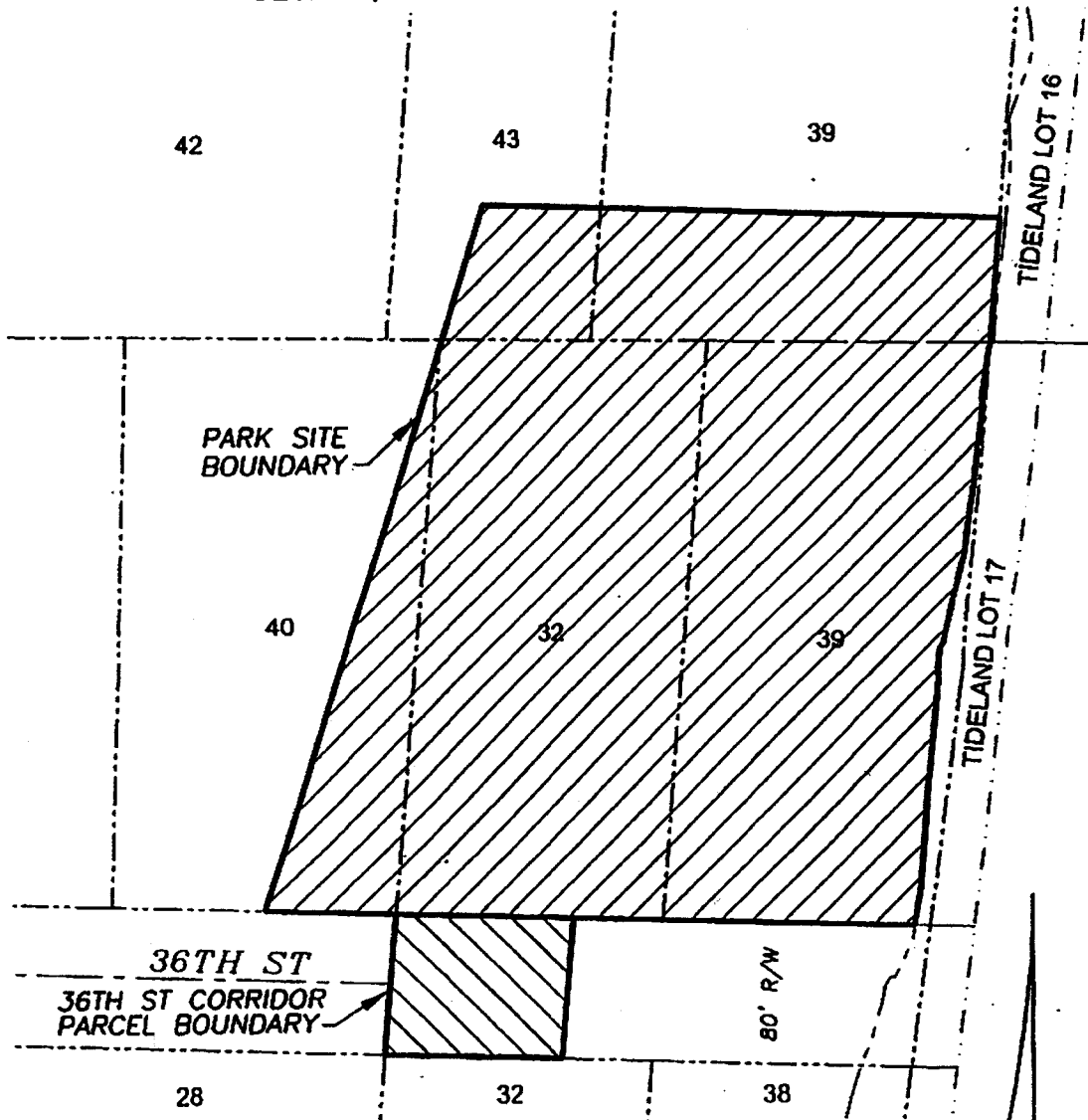
Depiction of Park Site and 36th Street Corridor Parcel

EXHIBIT "B"

50900572.3

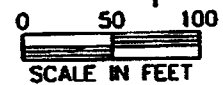
06107-0063/LEGAL14210204.4

A PORTION OF
SEC. 29, TWP. 29 N, RGE. 5 E, W.M.



LEGEND	
---	HARBOR LINE
---	TIDELAND/UPLAND BOUNDARY
---	PROPERTY LINE

THIS IS NOT A
BOUNDARY SURVEY MAP



CITY OF EVERETT

EXHIBIT B

PARK SITE & 36TH STREET
CORRIDOR PARCEL

DATE: APR 25, 2008

SHEET 1 OF 1

EXHIBIT "C"
Form of Park Deed

EXHIBIT "C"

50900572.3

06107-0063/LEGAL14210204.4

Return Address

Perkins Coie LLP
10885 NE 4th Street, Suite 700
Bellevue, Washington 98004
Attn: Craig H. Shrontz

Document Title(s) (or transactions contained therein):

1. Quit Claim Deed
- 2.

Reference Number(s) of Documents assigned or released:
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):
OMH TRANSFER AGENT, LLC, a Delaware limited liability company

Grantee(s) (Last name first, then first name and initials):
CITY OF EVERETT, a municipal corporation of the State of Washington

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

☐ Full legal is on page ___ of document.

Assessor's Property Tax Parcel/Account Number

QUIT CLAIM DEED

GRANTOR, OMH TRANSFER AGENT, LLC, a Delaware limited liability company, for and in consideration of \$10.00, hereby conveys and quitclaims to GRANTEE, CITY OF EVERETT, a municipal corporation of the State of Washington, the following described real property situated in Snohomish County, Washington, together with all after-acquired title of Grantor therein:

See SCHEDULE A, attached hereto and incorporated herein by this reference.

DATED this ____ day of _____, 2008.

OMH TRANSFER AGENT, LLC, a Delaware limited liability company

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of OMH TRANSFER AGENT, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of the limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____

My appointment expires: _____

SCHEDULE A
LEGAL DESCRIPTION

3-Acre Park
Legal Description

That portion of Government Lots 3 and 5, Section 29 Township 29 North, Range 5 East, Willamette Meridian: described as follows:

COMMENCING at the northeast corner of Lot 28 as described and shown on City of Everett Boundary Line Adjustment 08-004, filed under Auditor's File No. 200804085006, Records of Snohomish County, Washington; thence North 04° 52' 07" East along the east line of said BLA extended, a distance of 80.11 feet to the north margin of 36th Street; thence North 88° 04' 55" West a distance of 71.40 feet to the POINT OF BEGINNING:

Thence North 17° 17' 22" East a distance of 414.84 feet; thence South 88° 04' 55" East a distance of 290.22 feet to the meander line of the Snohomish River; thence South 05° 04' 53" West, along said meander line a distance of 257.10 feet; thence South 08° 04' 53" West a distance of 144.12 feet to an intersection with the north margin of said 36th Street; thence North 88° 04' 55" West along said margin, a distance of 370.52 feet to the POINT OF BEGINNING.

TOGETHER WITH; the riparian uplands adjacent thereto, subject to the accretion and avulsion of the Snohomish River.

Containing a net area of 3.00 acres, more or less.

EXHIBIT "D"

Legal Description of Park Site

EXHIBIT "D"

50900572.3

06107-0063/LEGAL14210204.4



Perteet Inc.

Project No. S 3157.000

Apr. 17, 2008

MG Yeoman, PLS

**3-Acre Park
Legal Description**

That portion of Government Lots 3 and 5, Section 29 Township 29 North, Range 5 East, Willamette Meridian: described as follows:

COMMENCING at the northeast corner of Lot 28 as described and shown on City of Everett Boundary Line Adjustment 08-004, filed under Auditor's File No. 200804085006, Records of Snohomish County, Washington; thence North $04^{\circ} 52' 07''$ East along the east line of said BLA extended, a distance of 80.11 feet to the north margin of 36th Street; thence North $88^{\circ} 04' 55''$ West a distance of 71.40 feet to the POINT OF BEGINNING:

Thence North $17^{\circ} 17' 22''$ East a distance of 414.84 feet; thence South $88^{\circ} 04' 55''$ East a distance of 290.22 feet to the meander line of the Snohomish River; thence South $05^{\circ} 04' 53''$ West, along said meander line a distance of 257.10 feet; thence South $08^{\circ} 04' 53''$ West a distance of 144.12 feet to an intersection with the north margin of said 36th Street; thence North $88^{\circ} 04' 55''$ West along said margin, a distance of 370.52 feet to the POINT OF BEGINNING.

TOGETHER WITH; the riparian uplands adjacent thereto, subject to the accretion and avulsion of the Snohomish River.

Containing a net area of 3.00 acres, more or less.

EXHIBIT "E"

Form of Deed for
36th Street Corridor Parcel

EXHIBIT "C"

50900572.3

06107-0063/LEGAL14210204.4

Return Address

Perkins Coie LLP
10885 NE 4th Street, Suite 700
Bellevue, Washington 98004
Attn: Craig H. Shrontz

Document Title(s) (or transactions contained therein):

1. Quit Claim Deed
- 2.

Reference Number(s) of Documents assigned or released:
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):
OMH TRANSFER AGENT, LLC, a Delaware limited liability company

Grantee(s) (Last name first, then first name and initials):
CITY OF EVERETT, a municipal corporation of the State of Washington

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

☐ Full legal is on page ___ of document.

Assessor's Property Tax Parcel/Account Number

QUIT CLAIM DEED

GRANTOR, OMH TRANSFER AGENT, LLC, a Delaware limited liability company, for and in consideration of \$10.00, hereby conveys and quitclaims to GRANTEE, CITY OF EVERETT, a municipal corporation of the State of Washington, for public right of way purposes, the following described real property situated in Snohomish County, Washington, together with all after-acquired title of Grantor therein:

See SCHEDULE A, attached hereto and incorporated herein by this reference.

DATED this ____ day of _____, 2008.

OMH TRANSFER AGENT, LLC, a Delaware limited liability company

By: _____

Its: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of OMH TRANSFER AGENT, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of the limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____

My appointment expires: _____

SCHEDULE A

LEGAL DESCRIPTION

That portion of Government Lot 5, Section 29, Township 29 North, Range 5 East, Willamette Meridian, County of Snohomish, State of Washington, described as follows

BEGINNING at the northeast corner of Lot 28 as shown on that certain City of Everett BLA 08-004 filed with Snohomish County Records under Auditor's File Number: 200804085006; thence along the north line of said Lot 28 extended, South 88° 04' 55" East a distance of 100.13 feet; thence North 04° 52' 07" East a distance of 80.11 feet; North 88° 04' 55" west a distance of 100.13 feet; thence South 04° 52' 07" West a distance of 80.11 feet to the POINT OF BEGINNING.

Containing an area of 0.18 acres, more or less.

EXHIBIT "F"

Legal Description of 36th Street Corridor Parcel

That portion of Government Lot 5, Section 29, Township 29 North, Range 5 East, Willamette Meridian, County of Snohomish, State of Washington, described as follows

BEGINNING at the northeast corner of Lot 28 as shown on that certain City of Everett BLA 08-004 filed with Snohomish County Records under Auditor's File Number: 200804085006; thence along the north line of said Lot 28 extended, South 88° 04' 55" East a distance of 100.13 feet; thence North 04° 52' 07" East a distance of 80.11 feet; North 88° 04' 55" west a distance of 100.13 feet; thence South 04° 52' 07" West a distance of 80.11 feet to the POINT OF BEGINNING.

Containing an area of 0.18 acres, more or less.

EXHIBIT "G"